

**CITY OF AUSTIN  
SCOPE OF WORK  
PROPERTY MANAGEMENT AT ONE TEXAS CENTER  
SOLICITATION NO.: RFP JRD0314**

**1. PURPOSE**

The City of Austin (City) is seeking proposals from qualified Vendors (Contractor) to provide property management at a large City owned multi-tenant facility located at 505 Barton Springs Road known as One Texas Center (OTC). OTC is one of several buildings fully supported by the City of Austin's Building Services Department (BSD). OTC was built in 1983 and was purchased by the City of Austin in 1997. The OTC is a thirteen story building with an interior that covers approximately 224,377 square feet. There is an adjacent surface lot and parking garage located on the property. OTC is used by multiple City departments with a variety of operational responsibilities, requiring interaction with the public on a daily basis.

**2. CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS**

- 2.1. The Contractor shall have a minimum of five (5) years of continuous experience prior to this solicitation in the performance of commercial property management services for a multi-tenant building in similar size to OTC.
- 2.2. The Contractor shall have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 2.3. The Contractor shall have the infrastructure in place to be contacted and to respond on a 24 hour, seven (7) day a week basis.
- 2.4. The Contractor shall have the knowledge of and expertise in following and adhering to any and all Federal, State, and Local regulations pertaining to real estate management and leasing.
- 2.5. The Contractor shall have access to all necessary equipment and personnel, and shall possess the organizational capacity and technical competence to perform any required work task properly and expeditiously.

**3. TASKS/REQUIREMENTS**

**3.1. *Contractor's Responsibilities***

**3.1.1. Property Management**

- 3.1.1.1. The Contractor shall employ, train, and manage personnel to operate the property and work with the City and City parking facilities' representative at a minimum during normal business hours. The City's normal business hours runs from 7:45 A.M. to 4:45 P.M., Monday through Friday. A majority of the activity at OTC takes place from 6:00 A.M. to 6:00 P.M.
- 3.1.1.2. The Contractor shall work with the City and the City parking facilities' representative to coordinate scheduled event parking after normal business hours, which includes weekends and City holidays. OTC is utilized as a controlled paid parking facility during scheduled events, as determined by the City of Austin. Parking hours of operation will vary depending on the different types of scheduled events.
- 3.1.1.3. The Contractor shall track and/or process financial documentation as required.
- 3.1.1.4. The Contractor shall work closely with the City department tenants to confirm that appropriate department funding is set up and available for future projects.
- 3.1.1.5. The Contractor shall perform weekly property inspections to evaluate the property's condition to ensure OTC is well maintained and to provide safe and sanitary conditions for the property's tenants.

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- 3.1.1.6. The Contractor shall coordinate property management activities with appropriate City staff and tenant departments.
- 3.1.1.7. The Contractor shall participate in and actively support the City's processes for improving the quality of building maintenance and property management, including but not be limited to:
  - 3.1.1.7.1. Participation in various work groups.
  - 3.1.1.7.2. Implementation of new services or products.
  - 3.1.1.7.3. Development of long-term cost savings solutions.
  - 3.1.1.7.4. Ensuring that the property is well maintained
- 3.1.1.8. The Contractor shall participate in BSD's 5S Program. The program design is to improve work space organization with the results of increased work efficiencies and managed waste streams which support the City's zero-waste resolution.
- 3.1.1.9. The Contractor shall be required to use BSD's cloud-based work order system.
- 3.1.1.10. The Contractor shall maintain a property management record and file system, and shall make documents available to the City Contract Manager or designee within two (2) business days of request by the City, or at such other time mutually agreed to between the Contractor and the City.
- 3.1.1.11. As property manager at OTC, the Contractor shall assist BSD in complying with its Memorandum of Understanding with Austin Energy for Comprehensive Energy Efficiency Services.
- 3.1.1.12. The Contractor shall attend occasional meetings with City administration which may occur during or outside of normal business hours.

**3.1.2. Personnel**

- 3.1.2.1. The Contractor shall provide a minimum of two Single Points of Contact (SPOCs) available by cell phone, pager, and email twenty-four (24) hours per day, 365 days per year. The SPOCs assigned to this contract shall have full decision-making authority under this contract. The SPOCs shall respond to a City request within thirty (30) minutes of notification, and if requested by the City, be at OTC within one (1) hour after the request is made by the City.
- 3.1.2.2. The Contractor's staff shall wear business casual attire or clothing appropriate for work being performed, including proper personal protective equipment ("PPE"). Uniforms are not required for this contract.
- 3.1.2.3. The Contractor shall maintain a payroll showing hours and days worked by each worker, occupation, and hourly wage rate and shall make such records available to City within two (2) weeks of City's request, or at such other time mutually agreed to between the Contractor and the City's Contract Manager.

**3.1.3. Certifications and Audit**

- 3.1.3.1. The Contractor shall provide to the City an annual Certification of Expenses prepared by an independent Certified Public Accountant licensed to practice in the State of Texas within three (3) months after the contract anniversary date, or at such other time as mutually agreed to between the Contractor and the Contract Manager.

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- 3.1.3.2. The Contractor shall perform and submit to the City quarterly audits of the Contractor's accounting and operational procedures under the contract and shall submit the results to the City within one (1) month after the end of the quarter, or at such other time as mutually agreed to between the Contractor and the Contract Manager. These audits shall be performed by an internal auditor from the Contractor's home office and shall include on-site reviews by the corporate personnel for each quarterly audit. The internal audits shall be conducted on a surprise (unannounced) basis (i.e., not scheduled in advance with on-site Contractor personnel).
- 3.1.3.3. The Contractor shall obtain and provide to the City a Service Auditor's Report on Controls Placed in Operation at a Service Organization and Tests of Operating Effectiveness for the Contractor's operations at OTC. The report shall be prepared by an independent Certified Public Accountant licensed to practice in the State of Texas within three (3) months after the contract anniversary date or at such other time as mutually agreed to between the Contractor and the Contract Manager.

**3.1.4. Reports**

The Contractor shall provide the following reports on the schedules indicated:

- 3.1.4.1. Monthly Reports - Within ten (10) days after the end of the month, or at a time mutually agreed to between the Contractor and the Contract Manager:
  - 3.1.4.1.1. Operating
  - 3.1.4.1.2. Financial
  - 3.1.4.1.3. Work Order Cost and Count by trade/craft (using BSD's work order system)
  - 3.1.4.1.4. Customer Satisfaction (frequency subject to change)
  - 3.1.4.1.5. Services Provided (include department name, nature of the work, and any additional information)
- 3.1.4.2. Quarterly Reports - Within one (1) month after the end of the quarter, or at a time mutually agreed to between the Contractor and the Contract Manager:
  - 3.1.4.2.1. Accounting and Operational Procedures Audit
  - 3.1.4.2.2. Scheduled vs. Unscheduled Maintenance (by Labor Hours)
  - 3.1.4.2.3. Operating Cost per Square Foot (total costs of work orders/maintenance)
- 3.1.4.3. Annual Reports - Within three (3) months after the end of the anniversary date, or at a time mutually agreed to between the Contractor and the Contract Manager:
  - 3.1.4.3.1. Certifications of Expenses
  - 3.1.4.3.2. Facility Condition Index
- 3.1.4.4. Other Reports – The Contractor shall provide other vendors reports developed for the Contractor in conjunction with the management of OTC within one (1) week of request by the City, or a time mutually agreed to between the Contractor and the Contract Manager. These reports may include, but not limited to:
  - 3.1.4.4.1. Inspections
  - 3.1.4.4.2. Parking
  - 3.1.4.4.3. Elevator

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**3.2. *City's Responsibilities***

- 3.2.1. The City will maintain and repair the building and elevators, parking garage and elevators, surface lot and signage.
- 3.2.2. The City will provide office space and parking spaces at OTC for the Contractor.
- 3.2.3. The City will pay for and provide the following utilities for OTC through department allocations:
  - 3.2.3.1. Electricity
  - 3.2.3.2. Water
  - 3.2.3.3. Gas
  - 3.2.3.4. Sewer facilities
  - 3.2.3.5. Basic local telephone service/cabling (dial tone) and one telephone instrument per full time equivalent
  - 3.2.3.6. Refuse and recycling collection services
  - 3.2.3.7. Vending machines (snacks and drinks)
- 3.2.4. The City will pay for and provide the following services for OTC at the City's expense:
  - 3.2.4.1. Elevator maintenance and repair
  - 3.2.4.2. Fire suppression system support, maintenance and repair
  - 3.2.4.3. Roof maintenance and repair
  - 3.2.4.4. Painting
  - 3.2.4.5. Flooring
- 3.2.5. The City will provide custodial services for OTC. BSD's Cleaning/Janitorial Services program is Green Seal certified, meeting the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42). The Contractor shall comply with GS-42 and shall assist BSD in ensuring that tenants/customers comply with maintaining this standard.
- 3.2.6. The City will provide accounts for the Contractor to use BSD's cloud-based work order system. Training on the online work order system will be provided by the City.
- 3.2.7. The City will provide training on BSD's 5S Program.
- 3.2.8. The City will appoint a Contract Manager to be the primary contact for the Contractor.

**4. COMPENSATION**

**4.1. Management Fee.**

The City will pay the Contractor a fixed management fee to compensate for services under the Management Agreement. The Management Fee shall cover the Contractor's operating and administrative expenses and overhead to operate at OTC.

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**4.2. Reimbursable Expenses.**

Subject to all of the terms and conditions of the Contract, the City may reimburse the Contractor for certain costs and expenses actually incurred and paid in the management and operation of OTC, up to the amount of the applicable Operating Budget. Reimbursable Expenses shall include, but are not limited to:

- 4.2.1. Office supply cost, including the cost of cover supplies and postage.
- 4.2.2. Cost of forms and printing.
- 4.2.3. Costs of necessary operating licenses and permits, pre-employment tests, criminal history checks, and local personnel recruiting costs.
- 4.2.4. Costs of external audits required by the contract.
- 4.2.5. Certain non-budgeted costs and expenses actually incurred and paid by the Contractor in the management and operation of OTC with the prior written approval of the Building Services Department Deputy Officer or designee.

**4.3. Non-Reimbursable Expenses.**

Non-Reimbursable Expenses shall include, but are not limited to:

- 4.3.1. Salaries, costs, and expenses of non-resident or corporate office legal, internal audit, administrative, bookkeeping, and executive personnel of Contractor.
- 4.3.2. Home office travel and accommodations, home office and local entertainment and off-site general office expenses.
- 4.3.3. Costs or expenses of legal representation or of union negotiations and administration.
- 4.3.4. Cost of acquisition of any long distance telephone service.
- 4.3.5. Cost of the Bonds or Letter of Credit, which the Contractor is required to obtain.
- 4.3.6. Cost of the insurance the Contractor is required to provide except for worker's compensation insurance.
- 4.3.7. Cost to acquire, operate, maintain or repair the Contractor's office equipment, furniture and computers.
- 4.3.8. Cost (including travel expenses) of meetings between executive level representatives of Contractor and City management staff.
- 4.3.9. Cost of providing secondary procedural audits and other internal audits and on-site audits performed by corporate personnel of the Contractor.
- 4.3.10. Additional Fees. In your Proposal, discuss in detail all fees and assessments that the Contractor intends to be charged to the City. The City will not consider additional fees or costs not included in the proposal in subsequent renewal discussions.

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**5. Deliverables/Milestones**

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Contractor SPOC	Contractor shall provide two (2) Points of Contact	Within one (1) day of request or change	100% Compliance	3.1.2.1.
Monthly Reports	Contractor shall provide Operational, Financial, Work Order, and Customer Satisfaction Reports	Within five (5) business days of the month end	95% Compliance	3.1.4.1.
Quarterly Reports	Contractor shall provide a maintenance report and operating report	Within two (2) weeks of the quarter end	95% Compliance	3.1.4.2.
Annual Reports	Contractor shall provide a Certification of Expenses report and a Facility's Condition Index report	Within one (1) month of the contract anniversary date	95% Compliance	3.1.4.3.

**6. Appendices/Exhibits**

Attachment B - Memorandum of Understanding for Comprehensive Energy Efficiency Services